



BID NUMBER: LW2904AD2

DUE DATE: 05/14/02
TIME: 02:00 PM

STATE PURCHASING AGENT: LOIS WIESEMANN
DATE
ADDENDUM SENT:
03/27/02

ITEM(S) TO BE PURCHASED: Statewide Contract for Voice over IP Communication Systems.

ADDENDUM #2

Please note: Attached are the questions and answers to this RFP. Also the standard terms and conditions that were inadvertently omitted from the original RFP.

DUE DATE AND TIME REMAIN THE SAME.

Please return all addenda with RFP or add a statement to your original RFP acknowledging receipt of any addenda received on this RFP.

RFP LW2904 – Addendum 2

STATEWIDE CONTRACT FOR VOICE OVER IP COMMUNICATIONS SYSTEMS

QUESTIONS and ANSWERS

Following are the questions and the State's responses that were asked during the Pre-Proposal Conference held on Thursday, March 7, 2002, and the written questions submitted by various company representatives.

QUESTION – Section 1.3

Is the State willing to extend the date for submitting written questions?

RESPONSE

The due date for written questions to be submitted was extended to March 18, 2002, and an addendum was issued identifying the new due date.

QUESTION – Section 1.3

Regarding the schedule of events, is the State willing to identify the length of time it will take to complete the evaluation period and make an award?

RESPONSE

No. The process will take what it takes by way of time. The award of VOIP contract(s) ranks extremely high in the State's list of priorities.

QUESTION – Section 1.3

Will the project managers respond to additional written questions that may arise during the process of completing a proposal?

RESPONSE

No.

QUESTION – General and Section 1.5

The RFP does not include complete legal terms and conditions, does the State want the vendor to include its standard contract document or add to the proposal the vendor's required language? Should any required terms and conditions be added to section 1.5?

RESPONSE

The State of Utah Standard Contract Terms and Conditions were inadvertently omitted on the electronic version of the RFP that appears on the Purchasing Division's website; the Terms and Conditions are now attached to this addendum, and are to be considered a part of the original RFP.

QUESTION – Section 2.1

In Section 2.1, “Each proposal must consist of”:

Letter of Transmittal

Executive Summary

Responses to Specification and Requirements

In 2.10 “Offerors may submit multiple proposals”. “However, they should only contain information that differs from that contained in the primary proposal”.

If a vendor chooses to submit more than one vendor proposal does 2.10 apply and does “Each” in 2.1 mean separate copies of one proposal containing 2.2, 2.3, 2.4?

RESPONSE

Yes, 2.10 applies. In fact, the sole purpose of 2.10 is to address “multiple proposals”.

With regard to 2.2, 2.3 and 2.4, if there are differences, then “yes”; if there aren’t, then “no”.

QUESTION – Section 2.25

Would the State like local and national references that have installed an IP Telephony system that are not hybrid models such as an IP card in a traditional TDM PBX?

RESPONSE

Section 2.25 stands on its own as presently written.

QUESTION – Section 2.13

Can we provide URLs rather than the catalog itself?

RESPONSE

Yes, if and only if, the page directly answers the question and we don’t have to go to other pages.

QUESTION – Section 4.5

Are external batteries acceptable since they are able to support the central CPU’s just like internal batteries?

RESPONSE

Due to space restrictions in most of the State’s location internal batteries are preferred. However, external batteries (UPS) supplies would be acceptable if internal units were not available from the equipment provider.

QUESTION – Section 4.6

What type of interoperability is the State looking for with regards to 3rd party integration of software applications that can interoperate with the main CPU’s?

RESPONSE

This question is not relevant to this specification.

QUESTION – Section 4.9

This section addresses QoS in general terms. Is the State concerned with how the different vendors provide QoS in the WAN environment as the packets cross each of the State's WAN hardware?

RESPONSE

Yes.

QUESTION – Section 4.10

Is the State considering how the phone works as a LAN switch and how it is used as a device that must understand QoS. This is especially important, if there is a data device (PC) that is connected behind the phone? Is the State considering how the IP phone can mitigate a Denial of Service (DOS) attack to it?

RESPONSE

The State may consider how the IP phone works as a LAN device in its evaluation and how the IP phone mitigates a DOS attack.

QUESTION – Section 4.22

Why is an amount of 1,000 ports chosen when in Section 4.13 it is specified that a campus may have to support approximately 2000 ports? Why is an amount of 1,500 ports chosen when dealing with your MAN in the Salt Lake County area, which may have an estimated 8,000 – 12,000 ports?

RESPONSE

The purpose of this specification is to assist the State in understanding a provider's IP systems scaling capabilities.

QUESTION – Section 4.30

Is the State looking for how these HICAP facilities are terminated and whether the termination is TDM or packet based or how it could be used for both?

RESPONSE

Vendors should describe all their high-speed interfaces that they support with their voice over IP systems.

QUESTION – Section 4.33

Is the State interested in how the standards are implemented in the voice system? (For example: How compression is implemented?)

RESPONSE

No.

QUESTION – Section 4.33

There appears to be about 3 or 4 Cisco proprietary protocols – IP Precedence, Weighted Fair Queuing, Weighted RED and Policy Based Routing. Are offerors required to provide protocols that are proprietary?

RESPONSE

No.

QUESTION – Section 4.34

Would the State of Utah amend the RFP to remove the interface request to H.323 protocol gateways as seen in section 4.34; thus indicating that alternate solutions may also fit the State's need for VoIP services?

RESPONSE

The State may consider other alternatives but is primarily interested in products that support H.323.

QUESTION – Section 4.46

We assume you are looking for this functionality independent of a Voice Mail system. Not that it has to be like a traditional PBX with it built in the PBX itself.

RESPONSE

Yes, the State is interested in an offeror's ability to provide auto attendant functionality as described in this section without having to purchase other voice processing systems such as voice mail. The State is further interested in understanding an offeror's capability to provide auto attendant functionality by simply adding hardware such as a circuit pack/blade to the IP Communication System. However, if offerors cannot provide auto attendant functionality in this manner, then offerors should identify the software and hardware components that are required and the interface that connects the IP Communication and Auto Attendant Systems.

QUESTION – Sections 4.47/Section 5 (ACD/CMS Systems)

Is the State interested in a product that provides ACD capabilities statewide or ACD systems that will be installed for each office individually? Are you looking for a centralized operating ACD system; or are you looking for one for specific offices?

RESPONSE

Yes.

QUESTION – Section 4.47/Section 5 (ACD/CMS Systems)

Do you want multiple system sizes as a response?

RESPONSE

For this RFP, offerors need to provide the cost for the ACD/CMS system sizes that will accommodate the number of agents, supervisors and splits that have been identified in Sections 18.5 (Location A) and 18.6 (Location B).

In Appendix 4, offerors must provide component pricing for all their VOIP hardware and software product offerings. In this Appendix, offerors are to provide the purchase, installation and monthly maintenance costs for each component that they want the State to consider including as part of a contract that may result from this RFP.

QUESTION – Section 4.59

Are specifics of the Poll Cat Net Link going to be provided and what this device is used for? In some IP Telephony systems, the CDR may be provided in an industry standard database. Are standard database queries against this system acceptable? The NetLink product is made to interface with a PBX in particular. IP based telephony solutions would have a different product for CDR export. Is the State looking for the vendor to provide a CDR package to replace the NetLink in a true IP based call environment?

RESPONSE

Offerors can obtain further information about the Western Telematic Inc's PollCat Net-Link boxes at www.wti.com/netlink.htm. The State uses the PollCat devices to capture the CDR information from the telephone systems to bill long distance and compile traffic statistics. Offerors must describe how they will use these devices with their IP systems or what products the State will be required to purchase along with associated costs in order to duplicate the same functionality that PollCat Net-Link devices are now providing to the State.

QUESTION – Section 4.111

Can the State be more specific as to what type of "Industry Standard Instruments" that this question is referring to?

RESPONSE

Currently, Off Premise Stations (OPXs) are utilized as station lines that terminate on an analog device such as, a 2500 desk set, modem or fax machine; or terminate in a telephone system as an analog trunk or personal line. The OPX lines are provided from the LEC or the State's microwave system and are voice grade analog circuits with loop start signaling.

QUESTION – General (Sections 4 through 8)

Relating to today's phone systems within government agencies, are all the features listed in sections 4 through 8 currently used by the State? (Specifications on the VoIP system, Hand-set Equipment, Voice Mail, Auto Attendant, and CMS)

RESPONSE

No. However, the State is interested in which of these features offerors can provide.

QUESTION – Section 5.1

Are URL's acceptable in place of Sales Brochures and pictures of the hardware?

RESPONSE

Yes, if and only if, the page directly answers the question and we don't have to go to other pages.

QUESTION – General (Adjuncts Sections 5 through 8)

If offerors don't provide one of the adjunct systems such as CMS, is it acceptable to respond that this is not one of their offerings, or should we respond with a third-party's product?

RESPONSE

Vendors may offer 3rd party solutions, but must remain the primary supplier, integrator and support of all 3rd party products.

QUESTION – Section 6.50

Will the State provide the email platforms it is currently using or willing to consider interfacing with in order to implement unified messaging technology?

RESPONSE

The State's email platform is currently GroupWise, and will not support any other email platforms at this time.

QUESTION – Section 9.6

Vendors who are awarded a contract, will they be responsible for moves, adds or changes activity statewide, or only for sites that they install? For the sites where a vendor installs a system, does the State want the vendor to perform the moves, adds or changes on-site or remotely from a central location?

RESPONSE

Offerors will be responsible for moves, adds, or changes for only those sites that they have installed systems. Offerors should describe how they perform adds, moves or changes along with their rate schedules as required in this specification.

QUESTION – Section 10

Does the State anticipate being able to purchase any non-IP capable telecommunication equipment off the resulting contract?

RESPONSE

No.

QUESTION – Section 11.6

What is meant by "level of Internet access this is necessary for secure access"? Is this for voice or data secure access and what is this access going to be used for?

RESPONSE

The State is interested in how vendor hardware and software can provide secure remote access for voice and/or data communications between a remote user connected to an

internet service provider to communicate with the State's WAN private network. The State would also like to know the bandwidth and delay requirements to support remote users.

QUESTION – Section 11.9

What is meant by, “securing calls flowing from inside the firewall”? Are these calls flowing out to the public, unsecured, non-QoS enabled Internet? Or is this question designed for IP call flows on the States Intranet, which may traverse Intranet firewalls? Is this securing method meaning an encryption type applied to the IP call flow or is this Layer 2/3 Denial of Service attack security?

RESPONSE

The State is interested in all methods that offerors use in securing calls. This applies to both Intranet and Internet calls.

QUESTION – Section 12.5

Does this mean that all phones will have 20 minutes of battery backup no-matter where the phone is placed? (For example, a work-at-home phone?)

RESPONSE

No.

QUESTION – Section 12.8

It is stated that in older facilities the data cabling could be category III. Is it the responsibility of the offeror to price and install the wiring to all equipment to bring the wiring up to a category V status?

RESPONSE

No, it is **NOT** the responsibility of the offeror to price and install the wiring to all equipment to bring the wiring up to a category V status. The offeror's proposed product or solution must be compatible with the Category III cable that is in place.

QUESTION – Section 18.5

Location A - Trunk Group 3 – It consists of (1) DS-3. Is this DS-3 made up of muxed PRI T-1's for termination into the voice system, or is this a DS-3 that is connected to a data network for transporting pure IP packets?

RESPONSE

The DS-3 is a packet facility that will carry voice traffic that will be converted to circuit switched PRI connections to AT&T.

QUESTION – Section 18.5 and Appendix 12

How many simultaneous logins for agents and supervisors (equipped/wired/maximum)?
How many callers need to be able to hear the answer announcements simultaneously?

RESPONSE

The State is making the assumption that it would be less expensive to purchase an ACD package to accommodate the “Maximum” number of agents and supervisors at the time the system is originally purchased rather than purchasing an ACD package that allows only the “Wired” agent and supervisor quantities to login in simultaneously and then purchase upgrades or larger ACD packages in order to accommodate growth. Therefore, offerors should provide the costs for an ACD package that allows simultaneous logins for 585 agents and 41 supervisors. The number of callers that should be able to hear the answer announcements simultaneously is 45.

QUESTION – Section 18.6

Location B – Trunk Group 2 – Are the (3) Frame T-1’s specific for data and IP voice traffic and if so, are there any FX trunks at this location in case the Frame T-1’s fail?

RESPONSE

Offerors should provide the costs for an ACD package that allows simultaneous logins for 585 agents and 41 supervisors. The number of callers that should be able to hear the answer announcements simultaneously is 45.

QUESTION – Section 18.6 and Appendix 12

How many simultaneous logins for agents and supervisors (equipped/wired/maximum)?
How many callers need to be able to hear the answer announcements simultaneously?

RESPONSE

The State is making the assumption that it would be less expensive to purchase an ACD package to accommodate the “Maximum” number of agents and supervisors at the time the system is originally purchased rather than purchasing an ACD package that allows only the “Wired” agent and supervisor quantities to login in simultaneously and then purchase upgrades or larger ACD packages in order to accommodate growth. Therefore, offerors should provide the costs for an ACD package that allows simultaneous logins for 87 agents and 5 supervisors. The number of callers that should be able to hear the answer announcements simultaneously is 15.

QUESTION – General (Section 18, Locations A and B)

How many agents are there? An agent is defined as someone primarily employed to respond to customer contact. Further specify how many agents need customer data delivered to their desktops to supplement the phone call.

RESPONSE

For the purposes of this RFP, offerors should use the configurations as identified in Sections 18.5 and 18.6 when providing pricing for specific sizes of ACD and CMS packages. These two sections identify the exact agent, supervisor and split quantities for which pricing must be provided. In these configurations, there are no agents who require data delivered to their desktop to supplement the phone calls.

QUESTION – General (Section 18, Locations A and B)

How many supervisors support these agents? Supervisors typically require administrative functionality to monitor, measure and manage agents.

RESPONSE

Again, for purposes of this RFP, offerors should use the configurations as identified in Sections 18.5 and 18.6 when providing pricing for specific sizes of ACD and CMS packages.

QUESTION – General (Section 18, Locations A and B)

Depict the distribution of agents and supervisors by location.

RESPONSE

Refer to Sections 18.5 and 18.6.

QUESTION – General (Section 18, Locations A and B)

Show the current call volume in each location.

RESPONSE

Refer to Sections 18.5 and 18.6.

QUESTION – General (Section 18, Locations A and B)

Project the change in call volume in current or future locales.

RESPONSE

The State does feel it is necessary to project change in call volumes for current or future locales for purposes of this RFP.

QUESTION – General (Section 18, Locations A and B)

List the current and desired means of contact to agents, including phone, email, fax, web chat, and web interaction.

RESPONSE

The current means of contact to agents is phone, email and fax. Web chat and web interactions are desirable, but not used at this time.

QUESTION – Section 18.7

Must Location C have a standalone voicemail system, or can this location share a centralized mail/auto attendant system?

RESPONSE

For purposes of this RFP, offerors must provide a standalone voicemail system for Location C.

QUESTION – Section 18.8

Must location D have a standalone voicemail system, or can this location share a centralized voicemail system?

RESPONSE

For purposes of this RFP, Location D can share a centralized voicemail system.

QUESTION – Section 19.4

Will you provide us the relative weighting for each of the evaluation criteria?

RESPONSE

No.

QUESTION – General

Is the purpose of this RFP to provide for the smaller State offices and offerors provide recommendations for the larger locations?

RESPONSE

No.

QUESTION – General

Will the State clarify its business case for issuing this RFP? Is it to create a purchasing vehicle only, or does the State have an overall strategy to initially migrate all the sites to an IP telephony solution?

RESPONSE

The purpose of this RFP is to give the State the ability to purchase IP telephony products when it is economically feasible and or as systems need to be replaced due to obsolescence, growth or application requirements. Another goal of this RFP is to help the State determine if there are compelling reasons why we should pursue migrating to IP telephony products and how quickly. We are aware that the telecommunications and IT infrastructure of the country are migrating towards a converged network from separate voice, video and data networks, and we want to be in a position to converge our networks when it is economically prudent.

QUESTION – General

Is it the State's intention to award a multiple contract to one or multiple vendors?

RESPONSE

It is the State's intentions to look at all of the responses as we do with every RFP. If the State determines there are multiple offers that meet our requirements, then it is possible that multiple awards will be rendered in response to this RFP.

QUESTION – General

The WSCA contract, which was recently awarded, includes components that are also IP telephony components. Does the State anticipate using the WSCA contract to purchase these components or the contract that is awarded as a result of this RFP?

RESPONSE

The WSCA contract will not be used to purchase IP telephony components. The WSCA contract and the contract(s) that result from this RFP are separate solicitations with different requirements, conditions, features and termination dates. Offerors should include all of the products they want the State to consider when purchasing IP telephony systems in their responses to this RFP.

QUESTION – General

Will agencies be allowed to purchase IP products using the WSCA contract?

RESPONSE

See answer to the previous question. The State of Utah doesn't intend to purchase IP telephony components off of the WSCA contract. The contract(s) that are awarded as a result of this RFP is a State of Utah contract from which all Utah governmental entities may use when purchasing IP telephony components.

QUESTION – General

What are the methods that a vendor may use to preclude data from hampering voice in a WAN environment when calls traverse the WAN?

RESPONSE

Offerors should list all the methods they use to preclude data from hampering voice in a WAN environment.

QUESTION – General

Which of the following Avaya Definity PBXs is the G3 - the Definity ProLogix, the Definity BCS, or the Definity ECS?

RESPONSE

The State does not feel this question is relevant to this RFP.

QUESTION – General

Can you provide the impedance and minimum voltage of your PA system?

RESPONSE

The State does not feel this question is relevant to this RFP.

QUESTION – General

Is Utah currently trunking voice traffic between locations over the data network? For example, does an on-net call from Salt Lake City to an on-net location in Richfield incur toll charges, or ride the data network?

RESPONSE

No.

QUESTION – General

Since the transport of VoIP calls often occurs from site to site within State agencies, and quality of service is a requirement in the RFP, will the State consider a proposal to replace the existing data network under this RFP?

RESPONSE

No.

QUESTION – General

Is the State of Utah looking for a distributed IP Telephony system or can a vendor propose an IP card in a PBX?

RESPONSE

Yes.

QUESTION – General

Will the State of Utah provide a list of all attendees to the Pre-Proposal conference?

RESPONSE

Following is the list of the companies represented at the Pre-Proposal Conference.

ORGANIZATIONS REPRESENTED:

- 3 Com Corporation
- Alcatel Internetworking, Inc.
- All West Communications
- Americom Technology
- Avaya Communication
- CCI/Intellisys
- CeriStar Inc.
- Cisco Systems
- Cornerstone
- Emery Telecom
- Eschelon Telecom
- Expanets
- IBM Global Services
- KPMG Consulting
- Mountain States Networking, Inc.
- Mountain West Telecom
- NACR
- NACT
- Netpath Systems
- Networks International
- NorTel

Planetary Networks
ProTel Networks/Inter-Tel N.A.G.
Qwest Communications
Source One
Telco Systems
TeleConnex
Tri-Tel
Valcom
World Com

Standard Contract Terms and Conditions
State of Utah, Statewide Contracts
(Request for Proposals)

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.
- 5. AUDIT OF RECORDS:** The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 6. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 7. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- 8. HOLD HARMLESS:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 9. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 10. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 11. AMENDMENTS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.
- 12. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.
- 13. CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this proposal may be canceled without cause by the STATE upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.
- 14. TAXES:** Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgement to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) APurchasing Card.® All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is

equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future proposal solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

36. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

37. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 3/14/2002